

A. G. Contract No. KR95 1744TRN
COT Contract No. 0049-96
ADOT ECS File: JPA 95-130
Project: STP-900-0(119)/H4115 01X
Section: FY95 - 96 Pavement
Management System

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF TUCSON

THIS AGREEMENT is entered into 19 October, 1995,
pursuant to Arizona Revised Statutes Section 11-952 through
11-954 as amended, between the STATE OF, acting by and through
its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF
TUCSON, acting by and through its MAYOR and CITY COUNCIL (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. The Federal Intermodal Surface Transportation
Efficiency Act of 1991 has made funds available to the State
for the use of the City to conduct the Pavement Management
System program. The State and the City desire to define their
respective responsibilities relating to the transfer of up to
\$235,750.00 thru the State to the City and the expenditure
thereof.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

| |
|--|
| NO. <u>20243</u> |
| FILED WITH SECRETARY OF STATE |
| Date Filed <u>10/19/95</u> |
| <u>Jane Lee Hull</u> Secretary of State |
| By <u>Vicky V. Greenow</u> |

II. SCOPE

1. The State will:

Provide the City federal STP funds in the amount of up to \$235,750.00, on a monthly cost reimbursement basis for activities performed relating to the Pavement Management System program.

2. The City will:

a. Apply funding to project work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Conduct related work activities generally in accordance with Attachment A, which is incorporated herein and made a part hereof. Be responsible for any claims for extra compensation.

c. Provide the required \$14,250.00 match in funds or in-kind services, and invoice the State for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed \$235,750.00.

III. MISCELLANEOUS PROVISIONS

1. The primary interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the City by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tucson
Transportation Director
PO Box 27210
Tucson, AZ 85726-7210

9. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

STATE OF ARIZONA

Department of Transportation

By George Miller
GEORGE MILLER
Mayor

By Jay Klagge
JAY KLAGGE, Director
Transportation Planning

ATTEST

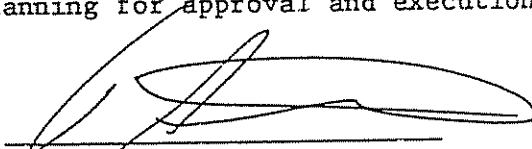
By Kathleen S. Detrick
KATHLEEN S. DETRICK
City Clerk

582/1-3

RESOLUTION

BE IT RESOLVED on this 25th day of July 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for the pass through of STP federal aid funds to accomplish the FY-95-96 Pavement Management System, Bicycle Promotional Campaign, Urban Form Program and Advanced Transportation Technologies Transfer program.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Director, Transportation Planning for approval and execution.



for LARRY S. BONINE
Director

CATEGORY 600 - Transportation

SUBCATEGORY 602 - Short Range Transportation Planning

- Work Element: 604.10 Pavement Management System
- Objective: Develop a comprehensive inventory and rating of all Federal Aid System miles including National Highway System miles and C.O.T. Major Streets and Routes (MS&R).
- Product: Pavement Management System (PMS)
- Related Work: Transportation Improvement Program (604.1)
Management System Development (604.9)
Transportation System Data Management (602.8)
Transportation Financial Analysis and Assistance (605.2)
- Anticipated Impact: Increase pavement life cycles and reduce pavement costs by providing for budget and maintenance planning activities.
- Tasks: A. Inventory (MS&R); compile and log data; rate and rank roadways for maintenance, rehabilitation, or reconstruction scheduling.
B. Develop and implement budget forecasting scenarios for planning and scheduling of maintenance activities.
C. Develop and establish maintenance and rehabilitation strategies to maintain or improve the current quality of the system.
D. Develop and implement a PMS/GIS computer mapping system for inventory, history, planning, and moratorium control.

Funding for federal fiscal year October 1, 1995 through September 30, 1996

| FUNDING SOURCE | AMOUNT (\$) | RESPONSIBLE AGENCY | COST(\$) |
|----------------|-------------|--------------------|------------|
| STP | 235,750.00 | TDOT | 250,000.00 |
| MATCH | 14,250.00 | | |
| TOTAL | 250,000.00 | TOTAL | 250,000.00 |

ADOPTED BY THE
MAYOR AND COUNCIL
SEP 18 1995

RESOLUTION NO. 17022

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND
AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH
THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR GRANT FUNDS TO
CONDUCT THE PAVEMENT MANAGEMENT SYSTEM PROGRAM

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the Arizona
Department of Transportation, attached hereto, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the
said Intergovernmental Agreement for and on behalf of the City of Tucson and the City
Clerk is directed to attest the same.

SECTION 3. The various City officers and employees are authorized and
directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace,
health and safety of the City of Tucson that this resolution become immediately effective,
an emergency is hereby declared to exist and this resolution shall be effective
immediately upon its passage and adoption.

CITY CLERK'S NOTE

This item adopted 9/11/95 WITHOUT
the emergency clause: reconsidered on
9/18/95 and adopted WITH emergency
clause by a 6 to 0 vote.

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed Inter-governmental Agreement between the Arizona Department of Transportation and the CITY OF TUCSON and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 18th day of August, 1995

CITY OF TUCSON

By _____
Elisabeth Sotelo
Principal Assistant City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-1744-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11th day of October, 1995.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8957G/28